

## **The complaint**

Mr M complains that AXA and its agents have unreasonably delayed in the handling of his escape of water claim, and the required repairs. He wants AXA to increase its offer of compensation to him.

## **What happened**

In November 2021, Mr M discovered dirty water leaking through the ceiling of his kitchen from the bathroom above.

He contacted AXA and submitted a claim. AXA arranged for cleaning to be undertaken and for investigatory works. Mr M and his family moved out of their home and in with relatives.

The cleaning works were delayed, and ultimately took place in late November 2021. Strip out works then began and a period of drying was needed.

The property was confirmed as dry on 17 December 2021.

Further delays occurred in progressing reinstatement works and these remained incomplete when Mr M complained to AXA.

AXA has responded to Mr M's complaints of delay up to 29 March 2022. At that time, Mr M and his family remained out of their home.

AXA has agreed to make disturbance allowance payments to Mr M of £40 per night (based on 4 people being disturbed). AXA also offered Mr M £575 for his distress and inconvenience.

Mr M was not happy with this and contacted us.

Our investigator looked into this matter and considered that the compensation offered, when taken in conjunction with the disturbance allowance payments, was a reasonable offer of compensation. She therefore did not ask AXA to do anything further.

Mr M did not accept this view and asked for an ombudsman decision.

I issued a provisional decision in respect of this complaint in July 2022. In that provisional decision I set out that I thought that AXA ought to pay a greater level of compensation for the period of avoidable delay as Mr M had described substantial impact upon him and his family through their continued accommodation with family rather than having their own space.

I thought that the works ought to have been substantially completed within 4 weeks of the property being confirmed as dry, and that I thought the period after that date was avoidable delay. I set out that I thought that, as a consequence, AXA ought to pay compensation to Mr M of £1000 per month of avoidable delay.

That provisional decision has been shared with the parties. Mr M accepted the decision and asked if it could be expanded to cover the period after AXA's final response, up until his home was completed on 26 May 2022.

AXA advised that they considered the compensation level in the provisional decision to be high. AXA asked some questions about whether compensation previously paid could be deducted from the direction, and subsequently accepted the provisional decision.

### **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

AXA asked if I had taken into account the disturbance payments which had been made to Mr M, and that the delays were not all the fault of AXA.

AXA was concerned that I had provisionally awarded a further £3000 on top of around £6000 which had been paid as disturbance allowance.

I confirmed to AXA that I had taken into account the disturbance payments which were made throughout the period of the claim. I invited AXA to provide details of delays which were beyond AXA's control if it wished me to take these into consideration, and explained that I considered that AXA likely had a high degree of control over its panel contractors, and could have mitigated the delays. I also explained that the period I was looking at was from 17 January 2022 until 29 March 2022, a period of around 2.4 months and that the compensation would be inclusive of compensation, but exclusive of the disturbance payments.

This would leave around £1800 to pay to Mr M.

Mr M has asked that I expand my decision to incorporate the period after the final response letter so as to avoid the need to make a further complaint about the later period. I understand his reasons for requesting this but I am unable to do this. The business must have the opportunity to respond to any complaint relating to that period before we can consider it.

AXA then indicated that it accepted my provisional decision.

As no further substantive arguments have been received, I adopt my provisional decision, as supplemented by this decision, as my final decision and I uphold Mr M's complaint.

### **Putting things right**

I consider that to put matters right, AXA must increase its compensation to a total of £1000 per calendar month of avoidable delay. This is for the period from 17 January 2022 until 29

March 2022.

This is exclusive of disturbance payments which were made by AXA throughout the period of the claim.

### **My final decision**

For the reasons given above, and in my provisional decision, I uphold the complaint, and direct AXA Insurance UK Plc to pay to Mr M a total of £1000 per month compensation for the period from 17 January 2022 until 29 March 2022.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr M to accept or reject my decision before 24 October 2022.

Laura Garvin-Smith  
**Ombudsman**